

SUMMONS
COURT OF COMMON PLEAS
LAKE COUNTY OHIO

VIRGINIA TOWNSON
Plaintiff

VS.

Case Number: **23CV000164**
Judge VINCENT A. CULOTTA

LUMICO LIFE INSURANCE COMPANY
Defendant

To the following named DEFENDANT(S):
File Copy

You have been named a Defendant in a complaint filed in the Lake County Court of Common Pleas, Lake County Courthouse, Painesville, Ohio. A copy of the complaint is attached hereto. The name and address of the plaintiff's attorney is:

JOHN R LIBER II
THRASHER, DINSMORE & DOLAN
1111 SUPERIOR AVENUE, SUITE 412
CLEVELAND OH 44114

You are hereby summoned and required to do the following:

1. Within 28 days after service of this Summons upon you, serve a copy of an Answer to the Complaint on the Plaintiff's Attorney or on the Plaintiff, if he/she has no attorney of record;
2. Within 3 days after you serve the Plaintiff or the Plaintiff's Attorney, file an Answer with your original signature with the Lake County Clerk of Court.

Calculations of time are exclusive of the day of service.

If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

Faith Andrews
Clerk, Court of Common Pleas
Lake County, Ohio
25 N. Park Place
Painesville OH 44077

By GWEN MAHONEY
Deputy Clerk

February 8, 2023



ORIGIN ID: LUNA (440) 350-2657
 FAITH ANDREWS
 LAKE COMMON PLEAS
 25 NORTH PARK PLACE

SHIP DATE: 08FEB23
 ACTWGT: 0.80 LB
 CAD: 111040613M5X13100

PAINESVILLE, OH 44077
 UNITED STATES US

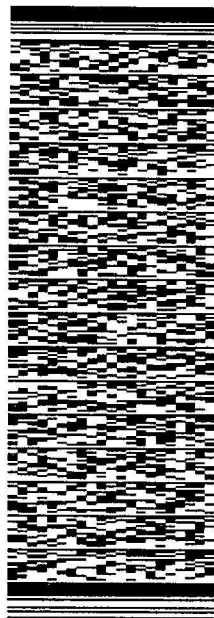
BILL SENDER

TO

LUMICO LIFE INSURANCE COMPANY
C O OHIO DEPT OF INSURANCE REGISTER
NATIONAL REGISTERED AGENTS INC
CLEVELAND OH 44114

581J1/BB02/FE2D

(440) 350-2657 REF: 230V000164
 INV: DEPT:
 PO:



J231023011101uv

TRK# 3943 7801 1612
 0201

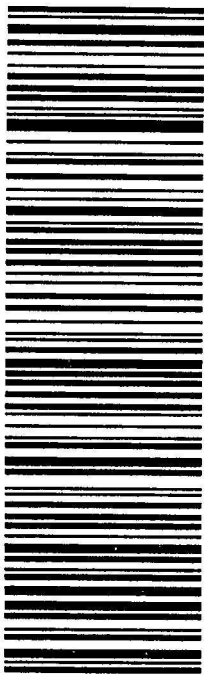
MON - 13 FEB 4:30P

EXPRESS SAVER

DSR

64 BKLA

OH-US 44114
CLE



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

**IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO**

VIRGINIA TOWNSON
46 Wrenwood Drive
Eastlake, Ohio 44095-1402

Plaintiffs,

v.

LUMICO LIFE INSURANCE COMPANY
c/o Ohio Dept. of Insurance Registered Agent
National Registered Agents, Inc.
1300 East 9th Street
Cleveland, Ohio 44114

Defendant.

) Case No.

)

) Judge

)

)

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)

) **COMPLAINT**

)

) **Jury Demand Endorsed Hereon**

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Now comes Plaintiff, Virginia Townson, by and through undersigned counsel, and for her Complaint against the above-named Defendant, avers and states as follows:

FIRST CLAIM FOR RELIEF

Insurance Bad Faith

1. Plaintiff Virginia Townson, former spouse of Brad Townson, deceased, is a resident of the City of Eastlake, Lake County, Ohio, and Primary Beneficiary on the Lumico Life Insurance Policy no. LO837982 (not attached pursuant to Civ. Rule 10 since it is in Defendant's possession).

2. Defendant Lumico Life Insurance Company ("Lumico"), formerly Generation Life Insurance Company, has its home office in Jefferson, Missouri. Lumico is in the business of providing life and health insurance coverage/protection for families, singles and couples. Lumico is registered with the Ohio Department of Insurance as a foreign insurance company

doing business in the state of Ohio. Based upon search of the Ohio Secretary of State's records, Lumico is not registered with the Ohio Secretary of State. Lumico has designated with the Ohio superintendent of insurance National Registered Agents, Inc. as Lumico's statutory agent for receipt of service of process and summons.

3. Pursuant to Ohio Revised Code Section 3927.03(M), as a foreign insurance company transacting business in the state of Ohio, Lumico consents that suit may be brought against it in the county where the application for insurance was taken. In this instance, the application was taken from decedent's residence in Willowick/Eastlake, Lake County, Ohio.

4. Plaintiff's decedent, Brad Townson, submitted an Application for Individual Life Insurance (the "Application") to Lumico Life Insurance Company on January 8, 2020. Following the receipt of the Application, a representative of Lumico contacted decedent by phone and conducted an interview. In both the Application and interview, Mr. Townson provided truthful information that was true and complete to the best of his knowledge and belief. In response, Lumico issued its Policy Number LO837982 (the "Policy") the very next day, on January 9, 2020, for Level Term Life Insurance coverage in the amount of \$100,000.00 with an initial term period of 10 years.

5. Plaintiff's decedent, Brad Townson, passed away on October 14, 2021 due to Covid 19. Subsequently, on November 10, 2021, a claim for benefits under the Policy was made by the Primary Beneficiary, Virginia Townson.

6. On April 8, 2022, nearly five months after Plaintiff Virginia Townson's claim for benefits was submitted, Lumico sent a letter rescinding the Policy and denying payment rather than complying with its express duty in the Policy to pay the claim once proof of death was provided (attached hereto as exhibit 1).

7. Lumico's April 8, 2022, letter contains non-factual information and improperly asserts that Plaintiff's decedent committed fraud in the Application, which claims are false, misleading and without reasonable basis.

8. Further, in an attempt to unlawfully rescind the Policy, Lumico manipulated the policy language in its April 8, 2022 letter to serve as a basis for revoking the policy. In the letter rescinding the policy, Lumico Claims Oversight Agent Amy Wiersma expressly claimed that decedent answered "no" to question no. 6: "In the past 5 years, have you...received treatment...with a health care provider regarding any medical condition?" Conversely, the actual Application decedent completed has the box "yes" checked in response to question 6 (Application attached as exhibit 2, fourth page). Consequently, Lumico's letter rescinding the Policy is false and misleading.

9. As a direct and proximate result of Defendant's wrongdoing, Plaintiff has been denied the benefits of the insurance policy, the premiums of which were timely and dutifully paid, and had to incur the cost and expense of legal counsel to enforce the terms of the Policy.

SECOND CLAIM FOR RELIEF

Breach of Contract, Declaratory Judgment

10. Plaintiff incorporates by reference each and every allegation set forth above as if fully rewritten herein and further states:

11. Lumico issued a life insurance policy to Plaintiff's decedent, Brad Townson, on January 9, 2020. The coverage on said policy was \$100,000.00 for Level Term Life Insurance with an initial term period of 10 years.

12. At some point in time between January 9, 2020 and April 8, 2022 (*after* the death of Plaintiff's decedent), Lumico unilaterally and without Plaintiff's or Plaintiff's decedent's knowledge or consent rescinded the Policy, making false statements and untrue accusations about Plaintiff's decedent *after the liability had occurred* in an attempt to avoid its obligations under the Policy.

13. Plaintiff's decedent paid the premiums for the Policy faithfully all along and had no reason to believe the Policy would or could be rescinded, having answered all questions on the Application truthfully.

14. Plaintiff and Plaintiff's decedent reasonably believed that the Policy was in full force and effect for the duration stated in the Policy since no change in coverage was requested, nor were they notified by Lumico of any concerns or issues with the Policy.

15. At no time either before or during the pendency of the Policy did Lumico seek any additional information, nor obtain information from Plaintiff's decedent's medical providers to confirm or further investigate the medical questions and answers in the Application.

16. Lumico's unilateral rescinding of the Policy breached the agreement between Lumico and Plaintiff / Plaintiff's Decedent when Lumico attempted to shirk its responsibilities under the Policy by making false and misleading claims *only after the liability had occurred*.

17. Lumico was without legitimate basis to rescind the Policy without Plaintiff's or Plaintiff's decedent's consent.

18. As a direct and proximate result of Lumico's breach of contract and bad faith, Plaintiff has been damaged by the absence of life insurance coverage that was purchased, timely paid for, and that she had every reason to believe existed had Lumico acted in good faith and consistent with the Policy and past practices of the parties.

19. Pursuant to Chapter 2721, et seq., Ohio Revised Code, and under Civil Rule 57 of the Ohio Rules of Civil Procedure, Plaintiff requests this Court to declare the rights, status and other legal relations of Plaintiff and Defendants pursuant to the provisions of the insurance policy between and course of dealing between the parties.

THIRD CLAIM FOR RELIEF

Misrepresentation

20. Plaintiff incorporates by reference each and every allegation set forth above as if fully rewritten herein and further states:

21. As set forth above, Defendant's agent Amy Wiersma made false statements in the letter rescinding the policy. Said false statements were material with knowledge of their falsity or with utter disregard and recklessness as to whether it is true or false so that knowledge is inferred. Defendant's agent made the statements with the intent of misleading both other decision-making agents of Lumico upon which to base the decision to rescind coverage, and the Plaintiff as to a purported legitimate basis for the revocation. The false statements were justifiably relied upon by Lumico to rescind the coverage and by Plaintiff as the grounds for the revocation. As a direct and proximate result of the false statements, Plaintiff suffered the denial of the benefits of the insurance policy to which she was entitled, as well as the embarrassment, emotional distress and stigma of having her deceased husband falsely accused of misrepresenting information.

WHEREFORE, Plaintiff prays that the Court declare that Lumico is liable for the full Policy proceeds of \$100,000.00, plus interest from the date of death of Plaintiff's decedent, Brad Townson, plus \$50,000.00 in attorneys' fees, costs and expenses for requiring the beneficiary to seek legal counsel due to Lumico's unlawful, and bad faith rescission of the Policy. Plaintiff

also seeks compensatory damages for the emotional distress caused by Lumico's bad faith misconduct, together with interest, costs and expenses as allowed by law.

Finally, Defendant's misrepresentation and bad faith was done with malice, and/or with reckless disregard for the truth and the consequences upon the beneficiary of the insurance policy. As such, Plaintiff is entitled to a separate award of exemplary damages against the defendant.

A TRIAL BY JURY IS HEREBY DEMANDED.

Respectfully submitted,

/s/ John R. Liber, II

JOHN R. LIBER, II (0058424)

BRANDON D.R. DYNES (0068246)

Thrasher Dinsmore & Dolan

100 7th Avenue, #150

Chardon, Ohio 44024

Phone 440.285.2242 | Fax 440.285.9423

jliber@tddlalaw.com | bdynes@tddlalaw.com

Counsel for Plaintiff

Lumico

life insurance

April 8, 2022

Virginia Townson
46 Wrenwood Dr
Eastlake OH 44095

Re: Insured: Brad Townson
Policy Number: Lo837982
Application Date: January 8, 2020
Issue Date: January 9, 2020
Date of Death: October 14, 2021

Dear Virginia Townson:

Lumico Life Insurance Company ("Lumico") has completed its review of your claim for benefits under the above-referenced policy (the "Policy"). We regret to inform you that, based upon our review of the information currently in our possession, we are rescinding the Policy, denying your claim for benefits, and refunding all premium paid with interest as more fully explained below.

On the Application Date above, the Insured signed and submitted an application (the "Application") for life insurance coverage with Lumico. Lumico's decision to issue the Policy was based upon the truth and completeness of the statements and representations made in the Application. In the Application, the Insured responded to the following question below:

Proposed Insured Personal and Medical History

*

*

*

⑥ In the past 5 years, have you (a) received treatment by a member of the medical profession for, been prescribed medication, or (b) been diagnosed or been advised by a member of the medical profession to seek treatment for, or (c) consulted with a health care provider regarding any medical condition?

Heart or Circulatory disorder to include chest pain, high blood pressure and cholesterol? ☐ Yes ☒ No

The application also contained the following statements, which Mr. Townson affirmed in signing the application:

INSURED DECLARATION AND REPRESENTATION

By signing below, I agree I have read the application, and all statements and answers as they pertain to me, and that these statements and answers are true and complete to

PO BOX 83303 LINCOLN, NE 68501-3303 (866) 440-4047

EXHIBIT 1

Brad Townson

April 8, 2022

Page 2

the best of my knowledge and belief. I understand the statements and answers in the application are the basis for any policy issued by Lumico Life Insurance Company ("the Company"). No information about these statements and answers will be considered to have been given to the Company unless it is stated in this application. I understand that federal law requires sufficient information to identify the parties to the purchase of a policy and that failure to provide such information could result in the policy not being issued, being delayed, unprocessed, or terminated.

I understand and agree that no sales representative has the Company's authority to accept risks or pass on insurability or make, void, waive, or change conditions or provisions of the application, policy or receipt. If prior to the issuance of the policy applied for there is a change in the health of a proposed insured that would require a change to the proposed insured's answers to any questions in this application, any amendments thereto, or to any supplemental applications, prior to the issuance of the policy herein applied for, I will notify the Company as soon as possible of the change. I understand and agree that the Company will have no liability until the policy based upon this application is issued, delivered and accepted by me and the first premium is paid in full while each proposed insured is alive. If all the conditions are not met, the Company's liability will be limited to a refund of any premiums paid, regardless of whether loss occurs before premiums are refunded.

Insurance Fraud Warning: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

As set forth above, Brad Townson's verbal signature followed those declarations and representations, dated January 8, 2020.

On January 8, 2020, Brad Townson received a copy of his new Term policy and was asked to take the following steps:

1. Review your policy to make sure everything is accurate. If any of the information needs to be corrected, please contact Lumico Life Customer Care.
2. Save your policy.
3. Share your policy with your beneficiaries.

On page eleven (11) of the Policy, under General Provisions, the Policy states:

INCONTESTABILITY

Except for non-payment of Premium and fraud in the procurement of the Policy where permitted by applicable law in the state where the Policy is delivered or issued for delivery, We cannot contest the coverage after the Policy has been in force during the lifetime of the Insured for two years from its Issue Date. Coverage will only be contested based on a statement contained in the Application for

April 8, 2022

Page 3

coverage attached to this Policy and only if the statement is material to the risk accepted or the hazard assumed by Us.

Specifically, the Insured responded to the above question, "No". Because the Insured died within two years of the Issue Date, we engaged in a routine contestable review. In our claim review, we learned that the Insured's response to the question above was false. Records received from Cleveland Clinic Foundation, Dr. William Fike show the insured was seen on November 25, 2019. The assessment for this date included, in part, essential hypertension with a blood pressure (BP) reading of 158/92. The medication list included Lisinopril and Ecotrin low dose. In addition, the July 23, 2019 records also show the insureds diagnosis included essential hypertension and the assessment plan included recommendation of home blood pressure monitoring.

Lumico would not have issued the Policy if the Application had contained true and complete information in response to the question above. This information was material to Lumico's evaluation of the proposed risk. Consequently, Lumico is rescinding the Policy. Enclosed is a check for the full amount of premium paid on the Policy, plus interest accrued. Your negotiation of the check will confirm your agreement to the rescission of the Policy.

If you think we have been misinformed, or if you have additional information that may impact our decision, please promptly contact our office at (866) 440-4047 between the hours of 8:00 a.m. to 5:00 p.m. Central Time. Except as otherwise stated herein, Lumico reserves all rights under law and the Policy.

If you believe all or part of the claim has been wrongfully denied or rejected, you may have the matter reviewed by the State Insurance Department. Contact information is provided below:

Ohio Department of Insurance
Consumer Services Division
50 West Town Street, Suite 300
Columbus, OH 43215
Phone: (800) 686-1526 or (614) 644-2673

Complaints may also be filed via the internet at <http://insurance.ohio.gov>

Sincerely,

Amy Wiersma
Claims Oversight

APPLICATION FOR INDIVIDUAL LIFE INSURANCE

Lumico Life Insurance Company

Home Office: 237 E High Street, Jefferson City, MO 65101

Administrative Office: P.O. Box 83303, Lincoln, NE 68501-3303



Proposed Insured's Personal Information

First name Brad		Middle name	Last name Townson
Gender (Select one): <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy): 01/12/1967	Birth State & Country OH, United States of America and Other Territories (USA)	Social Security Number *****
Residence Street Address 32006 N Marginal Dr APT 344	City Willowick	State OH	Zip Code 44095
Mailing Street Address 32006 N Marginal Dr APT 344	City Willowick	State OH	Zip Code 44095
E-mail Address: bradtownson@att.net		Phone Number: 440-975-0623	
Driver's License Number: [REDACTED]	State of Issue OH	Family status (single, couple, single with child(ren), couple with child(ren)) Single with Kids	
Occupation: Currently Employed		Annual income (including bonuses): \$80,000	
Are you a United States citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, or do you have Permanent Resident (Green Card) status? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Owner (Complete only if Owner is different than the Proposed Insured)

First name		Middle name	Last name
Relationship to Insured		Social Security Number	
Residence Street Address	City	State	Zip Code
Mailing Street Address	City	State	Zip Code
E-mail address:		Phone number:	
Are you a United States citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No, or do you have Permanent Resident (Green Card) status? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Coverage

Type of Product	Coverage Amount	Riders
<input checked="" type="checkbox"/> 10 year level term <input type="checkbox"/> 15 year level term <input type="checkbox"/> 20 year level term <input type="checkbox"/> 30 year level term <input type="checkbox"/> Other _____	\$100,000	<input type="checkbox"/> Dependent Child <input type="checkbox"/> Accidental Death Benefit \$ _____ <input type="checkbox"/> Waiver of Premium <input type="checkbox"/> Other _____

Initial Payment Amount

\$

Dependent Child Rider

Coverage Amount per Child (total coverage on all children cannot exceed base Coverage Amount for the Proposed Insured)

\$

First Name	Last Name	Date of birth (mm/dd/yyyy):	Relationship to Insured

Other Coverage

Do you have any in force or pending life insurance or annuity coverage?

☒ Yes ☐ No

If yes, please indicate combined amount of existing coverage: \$350,000

Have you ever had an application or reinstatement request for life, health or disability insurance declined or postponed?

☐ Yes ☒ No

Will the policy that you are applying for replace or change any other life insurance policies or annuity contracts you have?

☐ Yes ☒ No

If YES, please provide details:

Insurance Company Name	Type of Policy	Policy Number	Amount

Beneficiary Information

Primary Beneficiaries

Full Name	Address	Date of Birth (mm/dd/yyyy)	Relationship to Insured	% (total must add to 100%)
Virginia Townson	32006 N Marginal Dr APT 344, Willowick, OH 44095	02/07/1960	Spouse / Partner	100

Contingent Beneficiaries

Full Name	Address	Date of Birth (mm/dd/yyyy)	Relationship to Insured	% (total must add to 100%)

Proposed Insured Personal History

① In the last 5 years have you participated in, or in the next 2 years do you plan to participate in, any type of racing, parachuting/skydiving, hang-gliding, mountain or rock climbing, extreme sports, scuba diving or piloting an airplane?
☐ Yes ☒ No

② In the last 5 years, how often have you used tobacco or nicotine products?
☐ Daily ☐ Only on the weekends ☐ A few times per year ☒ I have not used a tobacco or nicotine product in the last 5 years ☐ I have never used tobacco or nicotine products

③ The following question relates to driving convictions that are listed in the Motor Vehicle Register Database.
 In the past 5 years, have you been convicted of driving under the influence of alcohol or drugs, been convicted of reckless driving, plead guilty to or been convicted of 4 or more moving violations or had your license suspended or revoked?
☐ Yes ☒ No

④ Within the past 5 years, have you:
 a. Plead guilty to or been convicted of a felony or misdemeanor, or have any pending charges? ☐ Yes ☒ No
 b. Been on probation or parole? ☐ Yes ☒ No

⑤ Have you taken any recreational drugs (such as marijuana) or controlled substances other than as prescribed by a licensed physician?
☐ Yes ☒ No

⑥ Have you ever been advised by a Medical Professional to complete counseling or treatment for drug abuse, or to reduce your alcohol consumption? ☐ Yes ☒ No

Proposed Insured Medical History

①	Weight (pounds) 245	Height (feet, inches) 6'
②	In the last year, have you gained or lost more than 10 pounds (other than due to pregnancy)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
③	Have you in the past 2 years not gone ahead with any tests (excluding those related to the AIDS virus), treatment, or surgeries that were recommended by a member of the medical profession? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
④	Are you currently awaiting the results of any medical tests or have you been advised of abnormal test results for which you have not yet had any treatment (excluding those related to the AIDS virus)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
⑤	Are you currently or in the last 6 months have you stayed overnight in a hospital or medical facility (other than for childbirth); or in the past 5 years, have you received or been advised by a member of the medical profession to have, any of the following types of care: nursing home, assisted living facility, extended adult day care, or home health care services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
⑥	<p>In the past 5 years, have you (a) received treatment by a member of the medical profession for, been prescribed medication, or (b) been diagnosed or been advised by a member of the medical profession to seek treatment for, or (c) consulted with a health care provider regarding any medical condition? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Central Nervous System Disorders to include Mental, Neurological, Brain or Spinal Cord Disorders? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Heart or Circulatory disorder to include chest pain, high blood pressure and cholesterol? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Any type of cancer (except basal cell or squamous cell skin cancer)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Diabetes, pre-diabetes, other endocrine disorders, bladder, thyroid disorders, prostate or other disease of the reproductive organs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Emphysema, Chronic Obstructive Pulmonary Disease (COPD), asthma, sleep apnea, or any type of chronic lung disease, including shortness of breath? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Rheumatoid arthritis or other autoimmune disorder, liver, kidney, digestive, urinary, bone, musculoskeletal disorder, Lupus or other connective tissue disorder? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Anemia, or any disease of blood? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Condition experienced: knee replacement November 2015</p>	
⑦	Have you ever been diagnosed by a member of the medical profession for any sexually transmitted disease, or tested positive for Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
⑧	<p>To the best of your knowledge, has a biological parent or sibling been diagnosed or treated by a member of the medical profession for cancer or coronary artery disease? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What family member had this history? <input type="checkbox"/> Parent <input checked="" type="checkbox"/> Sibling</p> <p>Did they have coronary artery disease (with or without a heart attack) or cancer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Did they pass away before age 60 as a result of this condition? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

Payment Options

Full name and billing address (if different from the Owner)

Payment Frequency (Check One)

☐ Annual ☐ Semi-Annual ☐ Quarterly ☒ Monthly ☐ Bi-Monthly ☐ Weekly ☐ Bi-Weekly

Payment Method (Select One)

☐ Pre-authorized check (EFT)

Bank name:

☐ Checking ☐ Saving

Bank routing number:

Bank account number:

☒ Pre-authorized credit card/debit card☐ Visa ☒ Master Card ☐ American Express☐ Discover

Card number:

Expiration date:

CW

12/22

THE PAYOR

I authorize Lumico Life Insurance Company to charge my Premiums to my checking/saving account or Credit card/Debit card. This authorization is to remain in effect until I request cancellation.

Signature

Verbally signed by Brad Townson
on 2020-01-08 14:41:22 PST

Date

01/08/2020

INSURED DECLARATION AND REPRESENTATION

By signing below, I agree I have read the application, and all statements and answers as they pertain to me, and that these statements and answers are true and complete to the best of my knowledge and belief. I understand the statements and answers in the application are the basis for any policy issued by Lumico Life Insurance Company ("the Company"). No information about these statements and answers will be considered to have been given to the Company unless it is stated in this application. I understand that federal law requires sufficient information to identify the parties to the purchase of a policy and that failure to provide such information could result in the policy not being issued, being delayed, unprocessed or terminated.

I understand and agree that no sales representative has the Company's authority to accept risks or pass on insurability or make, void, waive, or change conditions or provisions of the application, policy or receipt. If prior to the issuance of the policy applied for there is a change in the health of a proposed insured that would require a change to the proposed insured's answers to any questions in this application, any amendments thereto, or to any supplemental applications, prior to the issuance of the policy herein applied for, I will notify the Company as soon as possible of the change. I understand and agree that the Company will have no liability until the policy based upon this application is issued, delivered and accepted by me and the first premium is paid in full while each proposed insured is alive. If all these conditions are not met, the Company's liability will be limited to a refund of any premiums paid, regardless of whether loss occurs before premiums are refunded.

Insurance Fraud Warning: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Signature

Date

Verbally signed by Brad Townson
on 2020-01-08 14:41:22 PST

01/08/2020

Signed at:

City

State

Willowick

OH

OWNER DECLARATION (Complete only if Owner is different than the Proposed Insured)

I agree that the statements and answers provided within the entire application form are true, complete, and correct to the best of my knowledge and belief. I acknowledge Lumico Life Insurance Company has the right to information sufficient to establish my identity and a valid insurable interest in the lives of the proposed insured.

Signature

Date

Signed at:

City

State

AGENT'S STATEMENT

To the best of my knowledge and belief, the proposed insured ☒ does ☐ does not have any existing life insurance or annuity contract in force or applications pending insuring the proposed insured's life.

To the best of my knowledge and belief, the proposed insured ☐ does ☒ does not intend to replace or change existing insurance or annuities with this transaction.

If the proposed insured "does" intend to replace or change existing insurance or annuities with this transaction, complete any required replacement forms.

Signature

DSAC

Date

01/08/2020

Signed at:

City

State

C:\lose . 23CV000164 TOWNSON, VIRGINIA vs . LUMICO LIFE INSURANCE COMPANY VAC

%Open
 %Save
 %Print

Party	LUMICO LIFE INSURANCE COMPANY	Attorney	
Party Type	Defendant	Affiliation	
Service	Summons and all pleadings	Address	C O OHIO DEPT OF INSURANCE
Reason	listed - FedEx		REGISTERED AGENT
Service	FEDEX		NATIONAL REGISTERED AGENTS INC
Method			
Provider		CLEVELAND	OH 44114
Duces Tecum		Bad Address	

- 1 Address
- 2 Docket Entries
- 3 No Notes
- 4 Ticklers

Instructions

Scheduled Events for Service			
Reason			
Event Code	Event Date	Result Code	

Issue 02/08/2023
 Date
 Failure
 Date
 Tracking
 No
 394378011612
 Track FedEx Delivery [%Click Here](#)
 Status:
 Restricted F
 Delivery
 Addressee's F
 Address

Service Date	Return 02/24/2023	Service Time	Result of Service DY
Date			
Service By		>	Assigned Date Relationship
Received By			
Comment	02/09/2023 7:40 am: Incorrect Address		

Last Update 02/24/2023 00:05:32.66 admin

**IN THE COURT OF COMMON PLEAS
LAKE COUNTY, PAINESVILLE, OHIO**

**NOTICE OF FAILURE OF SERVICE
ISSUED BY Fed Ex**

Pursuant to Rule 4 through Rule 4.6 of Ohio Rules of Civil Procedure

To: John R. Liber II, Esq.
100 7th Avenue #150
Chardon, Ohio 44024

CASE NO 23CV000164

You are hereby notified of the failure of service upon:

Lumico Life Insurance Company
c/o Department of Insurance Registered Agent
National Registered Agents, Inc.
Cleveland, Ohio 44114

REASON RETURNED:

<input type="checkbox"/>	Unclaimed	<input type="checkbox"/>	Refused
<input type="checkbox"/>	Moved, Left No Address	<input type="checkbox"/>	Property vacant
<input type="checkbox"/>	Forward Order Expired	<input type="checkbox"/>	Subject does not reside at address
<input type="checkbox"/>	No Such Street	<input type="checkbox"/>	No such Number
<input type="checkbox"/>	Attempted not known	<input type="checkbox"/>	Unable to forward
<input type="checkbox"/>	Unable to make contact	<input checked="" type="checkbox"/>	Incorrect address

DOCUMENTS RETURNED:

X ☐ Summons – Regular/Motion/Contempt/Answer and Counter
☐ Notice – Court Order / Final appealable Order
☐ Garnishment – Motion / Affidavit / Journal Entry
☐ other

Faith Andrews
Clerk of Common Pleas Court

By: **CRAIG ANDERSON**

March 7, 2023

Deputy Clerk

INSTRUCTIONS FOR SERVICE

VIRGINIA TOWNSON vs. LUMICO LIFE INSURANCE COMPANY
23CV000164

TO THE LAKE COUNTY CLERK OF COURTS:

Please reissue service to the above named party by:

☐ Sheriff of _____ County by personal / residential
☐ Certified Mail ☐ Regular Mail
☐ Process Server (Volume and Page _____)

Service Address _____

BY _____
Plaintiff / Defendant / Attorney